

WARREN CO. / TEAMSTERS #238 (SHERIFF)

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PUBLIC EMPLOYMENT  
RELATIONS BOARD

**COLLECTIVE BARGAINING AGREEMENT**

between

**WARREN COUNTY, IOWA**

**BOARD OF SUPERVISORS**

and

**TEAMSTERS LOCAL UNION 238**

affiliated with the

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

**JULY 1, 2007**

through

**JUNE 30, 2010**

821

# **WARREN COUNTY SHERIFF'S DEPARTMENT**

## **TABLE OF CONTENTS**

### **AGREEMENT**

<b>ARTICLE 1 - RECOGNITION.....</b>	<b>1</b>
<b>ARTICLE 2 - PREAMBLE.....</b>	<b>1</b>
<b>ARTICLE 3 - MANAGEMENT RIGHTS .....</b>	<b>2</b>
<b>ARTICLE 4 - NO STRIKE .....</b>	<b>2</b>
<b>ARTICLE 5 - DUES CHECKOFF.....</b>	<b>2</b>
<b>ARTICLE 6 - STEWARDS .....</b>	<b>3</b>
<b>ARTICLE 7 - SENIORITY .....</b>	<b>3</b>
<b>ARTICLE 8 - GRIEVANCE PROCEDURE.....</b>	<b>3</b>
<b>ARTICLE 9 - HOURS .....</b>	<b>5</b>
<b>ARTICLE 10 - REDUCTION IN FORCE .....</b>	<b>7</b>
<b>ARTICLE 11 - PROMOTION.....</b>	<b>7</b>
<b>ARTICLE 12 - EMPLOYMENT .....</b>	<b>7</b>
<b>ARTICLE 13 - LEAVE .....</b>	<b>8</b>
<b>ARTICLE 14 - INSURANCE .....</b>	<b>12</b>
<b>ARTICLE 15 - OTHER COMPENSATION .....</b>	<b>13</b>
<b>ARTICLE 16 - UNIFORM ALLOWANCE .....</b>	<b>13</b>
<b>ARTICLE 17 - GENERAL PROVISIONS .....</b>	<b>13</b>
<b>ARTICLE 18 - WAGES.....</b>	<b>14</b>
<b>ARTICLE 19 - LONGEVITY.....</b>	<b>15</b>
<b>ARTICLE 20 - DURATION OF AGREEMENT .....</b>	<b>16</b>

## **A G R E E M E N T**

THIS AGREEMENT is made and entered into between the WARREN COUNTY BOARD OF SUPERVISORS (hereinafter referred to as the Employer), and TEAMSTERS LOCAL UNION 238, affiliated with the International Brotherhood of Teamsters (hereinafter referred to as the Union), as set forth in Case No. 3490 issued by the Iowa Public Employment Relations Board on October 12, 1987.

### **ARTICLE 1** **RECOGNITION**

The Employer hereby recognizes the Teamsters Local Union 238, as the exclusive bargaining representative for the employees as set forth in Case No. 3490 issued by the Iowa Public Employment Relations Board on October 12, 1987, which includes all regular full-time and regular part-time Sergeants, Patrolmen, Jailer/Dispatcher, Dispatchers, clerical employees, and excluding the Sheriff, First Deputy, Second Deputy, confidential secretaries and all others excluded by Section 4 of the Act.

### **ARTICLE 2** **PREAMBLE**

The Employer has endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with its employees insofar as such practices and procedures are appropriate to the functions and obligations of the Employer to retain the right effectively to operate in a responsible and efficient manner and are consonant with the paramount interest of the Employer and the County residents.

It is the intention of this Agreement to set forth the entire agreement of the parties covering employment conditions where not otherwise mandated by a statute or ordinance, to maintain and increase individual productivity and quality of service, to prevent interruptions of work and interference with the efficient operations of the Employer, and to provide an orderly and prompt method for handling and processing grievances.

The parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the Employer by statutes of the state of Iowa, except as controlled by this Agreement.

The Employer and the Union agree that there will be no unlawful discrimination against any employee as to hiring or termination, wages, training, upgrading, promotion, transfer, layoff, discipline, or otherwise because of race, creed, color, national origin, sex, age, religion, or physical disability or because of relationship to other employees by blood or marriage; nor shall there be any effort or attempt to cause such discrimination. The Union agrees to cooperate fully in any affirmative action progress or action undertaken by the Employer.

The parties agree to abide by the Americans with Disabilities Act.

### **ARTICLE 3**

#### **MANAGEMENT RIGHTS**

It is recognized that, except as expressly stated herein, the Employer shall retain whatever rights and authority as are necessary for it to operate and direct the affairs of the Employer of all its various aspects, including, but not limited to: the right to direct the working forces; to plan, direct and control all the operations and services of the Employer; to determine and implement the methods, means, assignments, number and organization of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services shall be made or purchased; to hire, promote and demote employees; to suspend, discipline, and discharge employees for proper cause; to relieve employees due to lack of work or other legitimate reasons; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment, or facilities; to maintain the efficiency of governmental operations; to take such action as may be necessary to carry out its mission; to initiate, certify, and administer its budget; and to exercise all powers and duties granted the Employer by law.

### **ARTICLE 4**

#### **NO STRIKE**

Section 12 of the Public Employment Relations Act (Chapter 20, Code of Iowa, 1977) shall be considered part of this Agreement.

### **ARTICLE 5**

#### **DUES CHECKOFF**

The Employer agrees to deduct from the pay of all employees covered by this Agreement the dues, initiation fees and/or uniform assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions prior to the end of the month for which the deduction is made. Where laws require written authorization by the employee, the same is to be furnished in the form required.

Where an employee who is on checkoff is not on the payroll during the week in which the deduction is to be made or has no earnings or insufficient earnings during the week or is on leave of absence, the employee must make arrangements with the Local Union to pay such dues in advance.

The Employer will recognize authorization for deductions from wages, if in compliance with state law, to be transmitted to the Local Union or to such other organizations as the Union may request. No such authorization shall be made which is prohibited by applicable law.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this dues checkoff clause.

#### **ARTICLE 6** **STEWARDS**

The Employer recognizes the right of the Local Union to designate Job Stewards and Alternates from the bargaining unit.

#### **ARTICLE 7** **SENIORITY**

For purposes of this Agreement, seniority shall be defined as continuous employment from the last date of hire on a job classification basis.

#### **ARTICLE 8** **GRIEVANCE PROCEDURE**

The investigation or processing of a grievance by the Union representative(s) shall be carried out in a manner which does not interfere with normal operations of the Employer. Permission must first be obtained from the immediate supervisor or department head if the immediate supervisor is not available, before any investigating or processing of a grievance during working hours. If the grievance is to be investigated or processed during work hours, such permission shall not be unreasonably withheld. The Union shall have no more than two (2) members investigating or processing a single grievance. Time spent by the Union representatives on a single complaint shall be without pay.

Time Limits. If a grievance is not presented within the time limits set herein, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limits or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the grievant may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement between the Employer and the grievant. More than one (1) grievance may be heard by the same arbitrator only by mutual written agreement of the parties.

Once the civil service grievance procedure is begun, all rights to the herein grievance procedure are waived.

Step 1. Consistent with the intent of the parties that a grievance should be resolved at the lowest supervisory level, a grievance shall first be taken up by the grievant at the lowest appropriate supervisory level, normally with the immediate supervisor. The grievance shall be

discussed orally, but the grievant shall cite the provision(s) of this Agreement allegedly violated. Step 1 must be taken within fifteen (15) working days of the incident complained of. The immediate supervisor shall have five (5) working days to investigate the grievance and respond to it.

Step 2. If the disposition of the grievance in Step 1 is not satisfactory to the grievant, he/she shall make a written report on a copy of the Grievance Form attached to this Agreement and submit it to the Department Head within five (5) working days after the response from the immediate supervisor. The Department Head shall schedule a conference with the grievant and the immediate supervisor within ten (10) working days of receipt of the complaint. Following the aforesaid conference, the department head shall investigate the grievance, and respond to it in writing within five (5) working days.

Step 3. If the grievance is not settled in accordance with the foregoing procedure, the grievant or Union may, within five (5) working days after receipt of the answer in Step 2, invoke the impasse procedure for the purpose of selecting an arbitrator from a list of five (5) staff members of the Public Employment Relations Board, as specified in this Agreement.

Authority of Arbitration. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. He/she shall consider and decide only the specific issue submitted to him or her in writing by the Employer and the employee or Union, and shall have no authority to make his or her decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modify or vary in any way the application of law, rules or regulations having the force and effect of law. The arbitrator shall submit in writing his or her decision within twenty (20) days following the closing of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The arbitrator's decision shall be based solely upon his or her interpretation of the meaning or application of the expressed terms of this Agreement to the facts of the grievance presented.

The arbitrator shall not order back pay in any case for a period of more than thirty (30) working days prior to the date the grievance was initiated. All awards of back pay shall be limited to the amount of wages the employee(s) would have earned from his or her employment with the Employer, less any other compensation for personal services that he or she received from any sources during said period.

No decision of an arbitrator or of the Employer in any grievance case shall create the basis for retroactive adjustment or other adjustment, in any other case.

No arbitrator shall decide more than one (1) grievance on the same hearing or series of hearings except by mutual agreement between the parties.

## **ARTICLE 9**

### **HOURS**

The normal workweek schedule for Deputies and dispatchers shall be six (6) days on duty and three (3) days off duty. The normal workweek schedule for clerical employees shall be five (5) days on and two (2) days off.

The normal workday for Sergeants and Patrolmen shall be nine (9) hour shift with the starting and ending time and location designated by the Employer. The normal workday for clerical employees will be eight (8) hours. Any employee who fails to give notice to his/her immediate Supervisor or Department Head of an absence as soon as possible, but no later than one (1) hour before the designated starting time, shall forfeit all pay for that day, except in the case of an emergency. Lunch break of one (1) hour will be allowed at a mutually agreed upon time. The parties recognize that law enforcement employees are considered on-duty during their one (1) hour lunch and are expected to respond to any calls.

Employees will bid all jail, dispatch and patrol shifts. Detective positions are not affected by the bid process. The Employer will post the available shifts by November 1 the employees will submit their bids by December 1; the finalized assignments will be posted by the 15th of December and become effective each January 1st. Employees will bid by making a written application for the shifts they prefer, in the order of their preferences, by seniority. These bids will be permanent shifts until the next bidding session; except once a year when employees with specialized duty assignments are granted their bids based on their seniority, after completion of their other assignments. The Employer retains the right to change a shift assignment for any employee during the year providing he/she can show just cause. Any permanent change of an assigned shift will require a 30-day written notice to the employee(s) affected, prior to the change taking effect.

**Overtime.** For Sergeants and Patrolmen, hours worked at the direction of the Employer in excess of fifty-four (54) in any given workweek or over nine (9) in a workday shall be compensated at the rate of one and one-half (1 1/2) times the hours worked. Sergeants and Patrolmen will be able to earn up to a maximum of \$5,000 during the 2007-2008 fiscal year. Sergeants and Patrolmen will be able to earn up to a maximum of \$5,200 during the 2008-2009 fiscal year. Sergeants and Patrolmen will be able to earn up to a maximum of \$5,400 during the 2009-2010 fiscal year. Compensatory time may accrue up to a maximum of fifty-four (54) hours; if it exceeds fifty-four (54) hours, it will be assigned. Overtime shall not be compensated for more than once for the same hour(s) worked. There shall be no pyramiding of hour(s) or rates of pay of the hour(s) worked. Compensatory time shall be granted at a rate of one and one-half (1 1/2) times for each hour worked if the employee has not receive the maximum allotted overtime pay. Overtime worked on a portion which will be reimbursed from a state or Federal grant will be paid in cash. This overtime will not be part of the yearly cap.

The employee shall determine whether to receive overtime pay or comp time. The compensatory time shall be taken off at a mutually agreed time, except as noted above. The employee may add input.

If an employee is called to court while he/she is off duty, the employee will be paid a minimum of two (2) hours straight time pay, either in cash or compensatory time, at the Employer's discretion. If the employee is in court over two (2) hours, he/she will be compensated at his/her normal straight time hourly rate times the hours worked.

The normal workday for Dispatchers and Jail Deputies shall start and end at the time and location designated by the Employer. Shifts shall be granted by seniority, provided the employee is qualified and able to perform the work assigned on that shift. The Employer will be the sole judge as to whether or not the employee is qualified and able to perform the work.

Overtime. For Dispatchers, overtime worked at the direction of the Employer shall be compensated in pay at the rate of one and one-half (1 1/2) times the straight hourly rate of the employee for all hours worked in excess of eight (8) hours in any given workday and/or forty-eight (48) hours in a nine (9) day period.

For Jail Deputies, overtime worked at the direction of the Employer shall be compensated in pay at the rate of one and one-half (1 1/2) times the straight hourly rate of the employee for all hours worked in excess of eight and one-half (8 1/2) hours in any given workday and/or fifty-one (51) hours in a nine (9) day period.

For clerical employees, overtime worked at the direction of the Employer shall be compensated in pay at the rate of one and one-half (1 1/2) times the straight hourly rate of the employees for all hours worked in excess of eight (8) hours in any given workday and/or forty (40) hours per week.

Call Time, Subpoena. Employees' call in time worked shall be either before or after the normal workday. Call in time, when used, shall be a minimum of two (2) hours compensated in the same manner as overtime.

Employees subpoenaed in a criminal action shall be paid their straight time hourly rate for all hours worked during their normal scheduled workday. All hours worked off their normal scheduled workday shall be compensated at the employee's straight hourly rate of pay, either in cash or compensatory time, at the Sheriff's discretion, for a minimum of two (2) hours. Employees subpoenaed in a civil action will not be compensated by the Employer for time spent under subpoena. However, if an employee is subpoenaed into civil court for a case arising directly from the employee's duties as an employee in Warren County, the employee will be paid a minimum of two (2) hours straight time pay. If the employee is in court over two (2) hours, he/she will be compensated either in cash or compensatory time at his/her normal straight time hourly rate times the hours worked. The employee will turn over all witness fees and travel expenses to the Employer. The choice between cash or compensatory time will be at the discretion of the Sheriff.

There shall be no pyramiding of time or hours.



## **ARTICLE 10** **REDUCTION IN FORCE**

The Employer has sole discretion to determine the necessity for an implementation of a layoff of the work force. Layoffs will be on a job classification basis. Except in case of emergency, notice of layoff will be given at least fifteen (15) days in advance of the layoff, or fifteen (15) days pay in lieu thereof. If a layoff is deemed necessary, the Employer shall base his decision on the relative job performance and, if performance is equal, seniority shall rule. Layoff shall be in the following sequence: probationary, then permanent.

Employees will be returned to work in the reverse order in which they were laid off, if they are qualified to perform the work available. Probationary employees have no right to recall. Employees to be recalled after being on layoff shall be notified as far in advance as possible by notice in writing sent by certified mail, return receipt requested, to the last shown address on the employee's record. Right to recall shall not exceed one (1) year from date of reduction in force.

## **ARTICLE 11** **PROMOTION**

Promotions in each job classification shall be by seniority if all other factors are equal. The final determination will be made by the Sheriff. "Other factors" shall include schooling, civil service test score, performance, and ability to get along with co-workers.

## **ARTICLE 12** **EMPLOYMENT**

### **Deputy Sheriffs**

Deputy Sheriffs shall be considered as on probation for a period of at least one (1) year from the last date of hire. Any employee may be terminated during the probationary period without right of appeal.

Permanent employment status is granted upon satisfactory completion of the probationary period. Permanent employees are expected to work the normal workweek every week except for approved leaves of absence. Failure to satisfactorily complete the Police Academy shall be probable and just cause for termination without right of appeal.

### **Communications Personnel**

Each employee shall be considered as on probation for a period of at least six (6) months from the last date of hire. Any employee may be terminated during the probationary period without right of appeal.

Permanent employment status shall be granted upon satisfactory completion of the probationary period to an employee scheduled to work on a regular basis during the fiscal year.

### Promotional Probation

Any employee promoted to a higher level position shall serve a six (6) month probationary period. During his/her probationary period, the Sheriff may demote the employee back to his/her former position if the employee fails to perform to the satisfaction of the Sheriff.

## **ARTICLE 13** **LEAVE**

Only probationary and permanent employees are eligible for leave as set forth in this Article. All leave must be requested and approved in writing prior to said leave commencing.

### **1. Leave With Pay:**

#### **A. Military Leave**

Employees shall be granted up to a maximum of thirty (30) days annual leave with pay or as required by military order as the Code of Iowa provides.

#### **B. Jury Duty**

Employees shall be granted time off with pay for serving on jury duty. Employees shall be granted this time off only for that part of the workday required by the jury duty. Any jury duty pay received by an employee shall be forwarded to the Employer. Jury pay does not include payment for mileage unless a County vehicle is used.

#### **C. Funeral Leave**

All regular full-time and regular part-time employees shall be allowed paid time off at regular rate of pay up to but not to exceed three (3) consecutive workdays as normally scheduled for the employee in case of the death of the employee's parent, step-parent, spouse, child, brother, sister, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, for attendance at the funeral and for any other purpose directly arising out of said death. One (1) day shall be granted for attendance at the funeral of an employee's grandparents, step-siblings, niece, nephew, brother-in-law, sister-in-law, cousin, aunt or uncle.

Those who participate in a funeral, for example, pall bearer or color guard, may be granted time off with pay at the discretion of the Sheriff or his/her designee. If the leave is granted, it will be for the actual time necessary to fulfill his/her obligation.

D. Holiday Leave

Holidays observed by employees are as follows: New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve and Christmas Day.

All employees working an observed holiday shall be compensated at the rate of time and one-half (1 1/2), either in cash or compensatory time at the discretion of the employee, plus the holiday pay at the employee's normal straight time hourly rate; or the employee shall receive the day off with pay at the discretion of the Employer. All employees not working an observed holiday shall receive one (1) times or a day off, at the discretion of the Employer. Employees required to work on a holiday outside his/her rotation shall be compensated, either in cash or compensatory time, at the rate of double time (2) for all hours worked plus holiday pay at his/her normal rate of pay.

Holidays falling within an employee's scheduled vacation shall be construed as holiday pay rather than vacation pay.

E. Sick Leave

Employees shall be entitled to accrue sick leave with full pay at the rate of ten (10) day per fiscal year, subject to the following:

- 1) Sick leave shall apply to a period in which the employee is incapacitated from the performance of assigned duties by sickness or injury, for medical, surgical, dental or optical examination or treatment when said examination cannot be made on off-duty times, or whereby reason of exposure to contagious disease, the presence at the post of duty would jeopardize the health of others. Disabilities caused or contributed to be pregnancy and recovery therefrom shall be covered by sick leave.
- 2) Sick leave shall not be used for vacation leave.
- 3) Sick leave shall not be taken in advance.
- 4) Sick leave may accumulate to a maximum of two hundred sixty (260) days.

- 5) In all cases where an employee has been absent on sick leave, he/she shall immediately upon return to work, submit a statement that such absence was due to illness or other reasons stated in item 1 above. Where such absence exceeds three (3) calendar days, such statement shall be verified by a physician or other authorized practitioner, unless waived by the Employer. For a lesser period of absence, the Employer may, at his discretion, require evidence of illness or other reasons
- 6) All County employees are covered by disability insurance and are required to file short-term disability claim forms if there is an absence anticipated to exceed fourteen days. An employee receiving disability benefits may receive sick pay on a pro rata basis in a limited amount sufficient to offset any difference between disability benefits and the employee's regular rate of pay, but only to the extent that sick leave accruals are then available and allowed by the insurance carrier. The employee may elect to receive disability benefits without supplemental sick leave use. An employee off on disability will continue to have his/her insurance benefits paid by the County for up to six (6) months, but will not receive any other benefits, nor will he/she accrue vacation or other leave.
- 7) Officially designated holidays falling within a period of sick leave shall not be counted against sick leave.
- 8) Sick leave shall not accrue during leave of absence without pay, suspension, layoff, or other leave without pay.
- 9) Unused sick leave shall accrue to two hundred sixty (260) days and will be paid out as severance pay upon termination "except for cause" of employment as follows:
  - Zero to ten (10) years of service with the county – none
  - Ten (10) to fifteen (15) years of service with the county – twenty five percent (25%) all unused sick leave up to a maximum of \$500
  - Fifteen (15) to Twenty (20) years of service with the county – 50% of all unused sick leave up to a maximum of \$1,000
  - Over Twenty (20) years of service 100% of all unused sick leave up to a maximum of \$2,500.Upon request, employees may use this money to purchase health insurance from the County.

- 10) If an absence or illness or injury extends beyond the sick leave accrued to the credit of the employee, such additional time may be charged to vacation leave to the extent vacation leave has accrued.
- 11) Failure on the part of an employee to report immediately at the expiration of a leave of absence, except for valid reasons submitted in advance and approved by the Employer, shall be considered a resignation.
- 12) An employee off work due to an injury or illness covered by Workers Compensation payments shall be paid sick leave until the accumulated sick leave has expired, and the employee shall endorse and forward any Workers Compensation warrants or payments over to the Employer. Upon receipt of said Workers Compensation warrant(s) or payment(s), the Employer shall reinstate the employee's sick leave to the extent of the equivalent hourly rate of said warrant(s) or payment(s).
- 13) Employees may use sick time to care for an ill family member (parent, stepparent, spouse, child, stepchild), provided such use shall not exceed four (4) days a fiscal year.
- 14) The parties agree to comply with all the provisions of the Family and Medical Leave Act.

**F. Vacation Leave**

Regular full-time employees shall accumulate vacation as follows:

After one (1) year of continuous full-time service, six (6) workdays, [five (5) workdays for clerks].

After two (2) years of continuous full-time service, twelve (12) workdays, [ten (10) workdays for clerks].

After five (5) years of continuous full-time service, eighteen (18) workdays, [fifteen (15) workdays for clerks].

After the tenth year, add one (1) day per year, not to exceed twenty-four (24) days, [twenty (20) workdays for clerks].

Employees may not carry over more than six (6) vacation days annually, [5 days for clerks].

Vacation leave shall be accrued on an annual basis, figured from the most recent date of hire and may be taken in one (1) day increments. Employees may not accrue or "carry-over" more than six (6) vacation days annually.

If an employee is separated from employment due to layoff, resignation, discharge, retirement or death, he/she shall have paid to him/her or their estate any unused vacation leave he/she may have earned.

Vacation leave shall be scheduled with and approved by the Employer. Except in an emergency, notice of intent to use vacation leave must be given two (2) weeks in advance of said leave commencing.

2. Leave Without Pay.

- A. Upon written request by the employee, prior to the employee exhausting his/her vacation leave and sick leave, leave without pay may be granted by the Employer, in writing, for a period of time not to exceed the remaining period of disability after both sick leave and vacation leave have been exhausted.
- B. An employee granted leave without pay shall not accrue any vacation, sick leave or other benefits, except up to sixty (60) days of seniority.

**ARTICLE 14**  
**INSURANCE**

Effective July 1, 2007, the Employer will pay up to \$725 per month toward a health, dental and vision program of the County's choice. Subsequent years are as follows:

January 1, 2008	\$750
January 1, 2009	\$775
January 1, 2010	\$800

The insurance program will be comparable to the insurance in effect for the 2007-2008 fiscal year.

The Employer will provide Life and Disability insurance the same as it does for other County employees.

The County agrees to form a committee of employees to study health insurance, which will include; trends in the industry, costs, various insurance options and coverage. The committee will have the authority to recommend changes to the Board of Supervisors. At a minimum, the insurance committee will consist of the bargaining representative for the Sheriff's department, the Sheriff, the Teamster representative and one member from the Sheriff's bargaining unit.

**ARTICLE 15**  
**OTHER COMPENSATION**

The Employer agrees to replace, at cost, any personal item required which is damaged or lost during the performance of duty. When requesting reimbursement, an officer must provide reasonable proof that the damage or loss occurred while on duty.

**ARTICLE 16**  
**UNIFORM ALLOWANCE**

A uniform cleaning allowance of up to \$110 per quarter for each employee will be granted by the Employer each fiscal year. The reimbursement will be made upon receipt of claim.

**ARTICLE 17**  
**GENERAL PROVISIONS**

This Agreement supersedes and cancels all previous agreements and practices between the County and the employees of the Warren County Sheriff's Department, Warren County, Iowa, unless expressly stated to the contrary herein, and together with any mutually agreed-to amendments, supplemental hereto, constitutes the entire agreement between the parties, and concludes collective bargaining during the duration of this Agreement.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, each voluntarily and unqualifiedly waives any right to bargain, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter during the term of this Agreement.

If any provision of this Agreement is declared by proper legislative, administrative or judicial authority to be unlawful or unenforceable, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Upon the issuance of such decision, the parties agree to negotiate a substitute of the invalidated provision.

A provision of the Code of Iowa, which is inconsistent with any term or condition of this Agreement, the Code of Iowa shall supersede that term or provision.

**ARTICLE 18**  
**WAGES**

	1-Jul 2007	1-Jan 2008	1-Jul 2008	1-Jul 2009
<b>Sergeants and Patrol</b>				
Start	\$20.44	\$20.85	\$21.58	\$22.33
Deputy 4 (after 1 year of continuous service)	\$21.49	\$21.92	\$22.69	\$23.48
Deputy 3 (after 2 years of continuous service)	\$21.82	\$22.25	\$23.03	\$23.84
Deputy 2 (after 3 years of continuous service)	\$22.07	\$22.51	\$23.30	\$24.12
Deputy 1 (after 4 years of continuous service)	\$22.30	\$22.74	\$23.54	\$24.36
Sergeant	\$22.88	\$23.34	\$24.15	\$25.00
<b>Dispatchers</b>				
Start	\$16.69	\$17.02	\$17.62	\$18.23
End of 1 year	\$17.42	\$17.77	\$18.39	\$19.04
End of 2 years	\$18.18	\$18.54	\$19.19	\$19.86
End of 3 years	\$18.88	\$19.26	\$19.93	\$20.63
<b>Computer Administrator</b>				
	\$19.44	\$19.83	\$20.52	\$21.24
<b>Jailer/Dispatcher</b>				
Start	\$17.15	\$17.49	\$18.10	\$18.73
End of 1 year	\$17.86	\$18.22	\$18.86	\$19.51
End of 2 years	\$18.57	\$18.95	\$19.61	\$20.30
End of 3 years	\$19.29	\$19.67	\$20.36	\$21.08
End of 4 years	\$20.00	\$20.40	\$21.12	\$21.86
<b>Clerks</b>				
Start	\$13.62	\$13.89	\$14.38	\$14.88
End of 1 year	\$14.11	\$14.39	\$14.89	\$15.41
End of 2 years	\$14.32	\$14.61	\$15.12	\$15.65
End of 3 years	\$15.26	\$15.56	\$16.11	\$16.67
End of 4 years	\$15.84	\$16.16	\$16.72	\$17.31

Pay periods shall remain the same as they are at present for the duration of this Agreement. Employees will be paid every period for the hours worked in the period.



**ARTICLE 19**  
**LONGEVITY**

All regular full-time employees will be granted longevity payments as follows:

Ten cents (\$.10) per hour after five (5) years of continuous service  
Twenty cents (\$.20) per hour after ten (10) years of continuous service  
Thirty cents (\$.30) per hour after fifteen (15) years of continuous service  
Forty cents (\$.40) per hour after twenty (20) years of continuous service.  
Fifty cents (\$.50) per hour after Twenty-Five (25) years of continuous service.

Permanent part-time employees shall receive longevity payments on a pro rata basis.

**ARTICLE 20**  
**DURATION OF AGREEMENT**

THIS AGREEMENT shall be effective from July 1, 2007 and shall continue to remain in full force and effect until its expiration on June 30, 2010. Should either party desire to modify, amend, or terminate this Agreement, written notice must be served on the other party at least sixty (60) days prior to the date of expiration.

Signed this 16<sup>th</sup> day of July, 2007.

WARREN COUNTY  
SHERIFF'S DEPARTMENT

TEAMSTERS LOCAL 238,  
affiliated with the INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS

By: B. Kevin Middleton  
Chair, County  
Board of Supervisors,

By: James W. Lee  
Sheriff

By: [Signature]  
For the Union

By: [Signature]  
Principal Officer

Acknowledged by:

[Signature]  
Jack A. Lipovac  
HR-OneSource

[Signature]  
Business Representative

Prepared by HR-OneSource